



**Consulting and Technical Services (CATS)
Task Order Request for Proposals (TORFP)**

**SYSTEMS AND APPLICATIONS
RISK ASSESSMENT**

CATS TORFP #050P6803359

**Department of Budget and Management
Office of Information Technology
Application Systems Management**

ISSUE DATE: January 12, 2006

TABLE OF CONTENTS

KEY INFORMATION SUMMARY SHEET	3
SECTION 1 - ADMINISTRATIVE INFORMATION	4
1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT	4
1.2 TO AGREEMENT.....	4
1.3 TO PROPOSAL SUBMISSIONS	4
1.4 MINORITY BUSINESS ENTERPRISE (MBE).....	4
1.5 EMARYLANDMARKETPLACE FEE	4
1.6 CONFLICT OF INTEREST	5
1.7 NON-DISCLOSURE AGREEMENT	5
SECTION 2 - SCOPE OF WORK	6
2.1 PURPOSE, BACKGROUND, AND OBJECTIVES.....	6
2.2 TECHNICAL REQUIREMENTS	7
2.3 CONTRACTOR EXPERTISE REQUIRED	12
2.4 CONTRACTOR MINIMUM QUALIFICATIONS	12
2.5 INVOICING.....	12
2.6 REPORTING	13
2.7 CHANGE ORDERS	14
SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS	15
3.1 REQUIRED RESPONSE	15
3.2 FORMAT	15
SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT.....	17
4.1 EVALUATION CRITERIA	17
4.2 TECHNICAL CRITERIA.....	17
4.3 SELECTION PROCEDURES	17
4.4 COMMENCEMENT OF WORK UNDER THE TO AGREEMENT	17
ATTACHMENT 1 - PRICE PROPOSAL FORM.....	18
ATTACHMENT 2 - MBE FORMS	19
ATTACHMENT 3 - TASK ORDER AGREEMENT.....	26
ATTACHMENT 4 - CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE.....	29
ATTACHMENT 5 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY	30
ATTACHMENT 6 - PRE-PROPOSAL CONFERENCE DIRECTIONS.....	32
ATTACHMENT 7 - AGENCY RECEIPT OF DELIVERABLE FORM	33
ATTACHMENT 8 - ACCEPTANCE OF DELIVERABLE FORM.....	34
ATTACHMENT 9 - R*STARS	35
ATTACHMENT 10 - ADPICS	39
ATTACHMENT 11 - PERSONNEL SYSTEM (STATEWIDE)	42
ATTACHMENT 12 - TIMEKEEPING	45
ATTACHMENT 13 - BENEFITS APPLICATION SYSTEM (BAS).....	48
ATTACHMENT 14 - BUDGET / HOBO	50
ATTACHMENT 15 - PAYROLL	52
ATTACHMENT 16 - NON-DISCLOSURE AGREEMENT (OFFEROR).....	54
ATTACHMENT 17 - NON-DISCLOSURE AGREEMENT (TO CONTRACTOR).....	55
ATTACHMENT 18 - NOTICE TO MASTERCONTRACTORS	58

KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services (CATS) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2, Scope of Work. All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS RFP issued by the Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT) and subsequent Master Contract Project Number 050R5800338, including any amendments.

TORFP Name:	Systems and Applications Risk Assessment
Functional Area:	FA 11 – Business Process Consulting
TORFP Issue Date:	January 12, 2006
Closing Date and Time:	February 3, 2006 at 2:00 pm
TORFP Issuing Office:	Department of Budget and Management (DBM) Office of Information Technology (OIT) Application Systems Management (ASM)
Questions and Proposals are to be sent to:	Gisela Blades, Procurement Liaison Office oitplo@dbm.state.md.us
TO Procurement Officer:	Gisela Blades Office Phone: (410) 260-7678 Email Address: oitplo@dbm.state.md.us Fax: (410) 974-5615
TO Manager:	Robert Campbell Office Phone: (410) 260-7084 Email Address: Rcampbel@dbm.state.md.us
Project Number:	050P6803359
TO Type:	Fixed Price
Period of Performance:	9 months
MBE Goal:	30%
Primary Place of Performance:	45 Calvert Street, Annapolis, Maryland 21401
State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:	Workspace, telephones and workstations with Internet access will be provided for up to four of the Contractor's personnel. Hours of work are 8:00 am to 5:00 pm, local time.
TO Pre-Proposal Conference:	January 23, 2006 Time 2:00 p.m. 45 Calvert Street Room Number 427A Annapolis, Maryland

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 2.7 for information on change orders.

The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS Master Contract; and, in conjunction with the selected Master Contractor, achieving on budget/on time/on target (e.g., within scope) completion of the Scope of Work.

1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 Scope of Work. A specific TO Agreement, Attachment 3, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal.

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by DBM's e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #050P6803359. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP #050P6803359 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP #050P6803359 Financial". The proposal documents that must be submitted with a signature, Attachment 2 - MBE Forms D-1 and D-2 and Attachment 4 - Conflict of Interest and Disclosure Affidavit, must be submitted as .PDF files with signatures clearly visible.

1.4 MINORITY BUSINESS ENTERPRISE (MBE)

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation (Attachment 2, Forms D-1 and D-2) at the time it submits its TO Proposal. **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time it submits its TO Proposal will result in the State's rejection of the Master Contractor's TO Proposal.**

1.5 eMARYLANDMARKETPLACE FEE

COMAR 21.02.03.06 requires that each Master Contractor that wins a TO Agreement under this TORFP pay a fee to support the operation of eMarylandMarketplace. The fee will be due on each TO Agreement that exceeds \$25,000. The applicable fee will be based on TO value, including any options. Contractors shall pay the fee as provided by COMAR 21.02.03.06 and in accordance with guidelines issued by the Maryland Department of General Services. A copy of COMAR 21.02.03.06 and the guidelines issued by the Maryland Department of General Services can be found on the eMarylandMarketplace website at www.eMarylandMarketplace.com.

The rate(s) or price(s) of the proposal/bid shall include the appropriate fee as per the COMAR 21.02.06.03 fee schedule. Fees may not be quoted as a separate add-on price. A total TO Agreement value that is other than an even dollar amount will be rounded to the nearest whole dollar to determine the appropriate fee level. For example, a total TO Agreement value of \$50,000.49 will be rounded to \$50,000 and a Level 1 fee will apply. A total TO Agreement value of \$50,000.50 will be rounded to \$50,001 and a Level 2 fee will apply.

1.6 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 4 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

Master Contractors should be aware that the State Ethics Law, State Government Article, §15-508, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at DBM, 45 Calvert Street, Annapolis, Maryland. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement in the form of Attachment 16. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor (the Master Contractor awarded the TO Agreement) in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement in the form of Attachment 17.

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE, BACKGROUND, AND OBJECTIVES

2.1.1 PURPOSE

The purpose of this TORFP is to identify and quantify operational and service delivery risks associated with the current inventory of mission critical enterprise applications. In addition, this project is to result in risk mitigation strategies that can be employed to minimize the State's exposure to the identified risks, thereby prolonging system life expectancy and minimizing service delivery interruptions. As a result of this project, informed business decisions can be made to adequately ensure continued service delivery provided by these systems, and to develop future strategic initiatives. For the purpose of this TORFP, the definition of enterprise applications is those systems that are utilized by most if not all agencies to support accounting, finances, procurement, personnel, employee benefits and time keeping functions.

The primary benefit resulting from this project is information concerning the risks and vulnerabilities of these critical systems and potential risk mitigation strategies that can be employed to prevent an occurrence or minimize the impact of a risk. This information is crucial in the development of strategic, budgeting and operational planning. The objectives of this project include:

- A) The identification of risks that could potentially impact the current level of service and operations provided by these systems.
- B) The likelihood of these risks materializing, quantified in terms of probability.
- C) At least three levels of risk mitigation strategies and the anticipated cost and effectiveness of each.
- D) Projected remaining life expectancy of each of the systems based on the risks and the proposed mitigation strategies.
- E) Information necessary to plan and budget for system replacement.

2.1.2 TO REQUESTING AGENCY INFORMATION

This TORFP is issued by the Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT), Application Systems Management (ASM) Division, located at 45 Calvert Street, Annapolis, MD 21401.

The DBM, OIT is responsible for establishing the strategic direction of information technology for the State of Maryland, as well as developing, maintaining, and enforcing statewide information technology standards, policies and procedures. The ASM is responsible for supporting the statewide finance, procurement and human resource applications.

2.1.3 PROJECT BACKGROUND

The State is supported primarily by three sets of enterprise applications for the management of accounting, procurement, personnel and employee benefits. DBM, the Maryland Department of Transportation (MDOT) and the University System of Maryland (USM) are responsible for the management of their collective inventory of applications. For the purpose of this TORFP, those systems managed by USM will not be considered part of the scope.

The inventory of enterprise applications managed by DBM includes two proprietary software packages: Relational Standard Accounting and Reporting System (R*STARS), and Advanced Purchasing and Inventory Control System (ADPICS). These applications are utilized by approximately 65 agencies and 7,000 users (not including MDOT users) and are hosted on a centralized mainframe located at the Annapolis Data Center. Both applications have been modified extensively to meet State accounting and procurement requirements, and are the State's official accounting and procurement systems. These systems must be available every business day between the hours of

6:30 AM and 6:30 PM. These two systems consist of 2,500 computer programs accessing over 400 files. The reliability and stability of these two systems and the accuracy of the data must be maintained 24 hours a day, 7 days a week to assist State leaders in making accurate, informed business decisions.

DBM also manages the statewide budgeting system Hands On Budget and Organization (HOBO), State Personnel, and the Benefits Application System (BAS), which includes health benefits for all State employees.

MDOT has separate and distinct versions of ADPICS, R*STARS, and payroll management utilized by approximately 2,400 users. These applications are hosted on a mainframe located at MDOT. R*STARS and ADPICS have been modified extensively to address specific business needs of MDOT. An additional system, Billing Reporting and Statistical System (BRASS), is a custom developed client-server application used by the Maryland Port Administration and the Maryland Aviation Administration to address their specific customer billing and reporting requirements. R*STARS, ADPICS and BRASS comprise the hub of MDOT's financial management infrastructure. The reliability and stability of these systems and the accuracy of the data must also be maintained 24 hours a day, 7 days a week to assist State leaders in making accurate, informed business decisions.

Timekeeping is de-centralized in Maryland; however most agencies use one of two systems that have been operational for over five years. These systems are the Time Entry and Scheduling System (TESS) and the Leave Accounting System (LAS).

The intent of this project is a risk assessment of the State's critical core business applications, not an application acquisition/implementation project. Because of this, a comprehensive set of functional requirements has not been developed. However, in order to facilitate an understanding of the purpose and use of each system included in the scope of this project, functional requirements are provided as a description of the business processes supported by a particular system. For example, ADPICS may be described as a centralized procurement system. It will be assumed based on industry standard requirements (as opposed to Maryland specific requirements), that ADPICS requires certain product, vendor and financial information in order to initiate a requisition and that the processing of the requisition into a purchase order requires multiple approvals by individuals with defined approval levels.

More detailed functional requirements for the systems included in the scope of this project can be found in Attachments 9 through 15.

2.2 TECHNICAL REQUIREMENTS

The overall risk presented by the State's inventory of enterprise applications will be determined based on the assessment of certain core applications. The State requires the TO Contractor to perform on-site interviews to collect the data necessary to complete the scope of work under this TORFP. All data collected, compiled and analyzed is to be provided to the State electronically in Microsoft Excel format. Identifying, collecting, compiling and analyzing specific data elements necessary to successfully develop required deliverables are the responsibility of the TO Contractor. This TORFP does not include the purchase of any software or systems.

2.2.1 INCLUDED SYSTEMS

The intended scope of this project is limited to those systems supported and maintained by DBM and MDOT that support core business processes such as financial management, procurement and personnel. These systems include:

- A) Accounting: R*STARS (Attachment 9)
- B) Procurement: ADPICS (Attachment 10)
- C) Personnel (Attachment 11)
- D) Time Keeping: TESS and LAS (Attachment 12)
- E) Employee Benefits: BAS (Attachment 13)
- F) Budgeting: HOBO (Attachment 14)
- G) Payroll (Attachment 15)

2.2.2 PROJECT APPROACH

- A) The work to be accomplished under this TORFP will be segmented into specific deliverables that demonstrates both good project management and progress towards realizing the project's objectives. For each system included in the scope of this TORFP, the TO Contractor will perform an assessment of technical and operational risks, and develop risk mitigation strategies to eliminate and/or reduce the exposure to each risk.

2.2.2.1 Risk Assessment

For each system included in the scope of this TORFP, the TO Contractor will perform an assessment of the technical and operational risks:

- A) Conduct interviews with key stakeholders to identify and assess risks in each of the following categories:
- 1) Known Functional Deficiencies: The inability of the systems to satisfy current operational requirements.
 - 2) Degree of Documentation (e.g. user manuals, file/data locations, change management procedures).
 - 3) Change Management: The ability of the system to accommodate continued business process changes and support the systematic requirements of new/revised processes (could be characterized in terms of level of effort and degree of complexity to make typical changes).
 - 4) Enterprise Impacts: Continued ability to maintain service levels based on the operational environment (e.g. infrastructure, data networks, distributed printing, number of users).
 - 5) Cost to Maintain (O & M): Costs for hardware, software, staff and other resources. Current and projections in 5 years and in 10 years.
 - 6) Third Party Contracts, Arrangements or Agreements:
 - a) Facilities (i.e. primary operational site as well as cold/hot backup site)
 - b) Replacement equipment
 - c) Staff Support
 - d) Disaster Recovery Plan (DRP)
 - 7) Staff/Skill Set Availability: The availability of qualified support staff in 5 years and in 10 years.
 - 8) Support Services: The availability of 3rd party support services to satisfy operational requirements considering market trends in the continued availability of services in 5 years and in 10 years.
 - 9) Technology: Core hardware and software; current phase of the life cycle for each technology according to the State's Enterprise Architecture classifications; manufacturer/industry end of life projections.
 - 10) Data backup, storage and recovery.
- B) For each risk identified, the TO Contractor shall quantify the degree of risk:
- 1) Utilize an approved methodology to quantify its impact on the operation or delivery of service (the actual methodology utilized in the final deliverable must be presented and accepted by the TO Manager prior to the presentation of the draft deliverable). An example of one such methodology is:

$$\text{Probability} \times \text{Consequence} = \text{Risk Rating}$$

Probability: The probability that the risk will materialize. Each risk will be scored using a 1-4 rating system with 1 being the lowest probability and 4 being the highest probability.

Consequence: Represents the severity of the consequence should the risk occur. Each risk will be scored using a 1-4 rating system, which can be used with 1 being the lowest level of negative impact and 4 being the highest.

Risk Rating: Quantifies all risks, which are then summarized based on the total rating:

- a) High Risk – 12-16
 - b) Medium Risk – 6-11
 - c) Low Risk – 0-5
- 2) Categorize each risk as:
- a) Functional
 - b) Documentation
 - c) Change Management
 - d) Enterprise Impacts
 - e) Cost of Ownership
 - f) Support Services (service contracts)
 - g) Staff / Skill Set Availability
 - h) Technology (hardware, software, tools)
 - i) Facilities (status of existing facilities)
 - j) DRP (i.e. cold/hot site, data backup, storage and recovery)
- 3) For each system, present a summary risk rating based on the risks for each category.

2.2.2.2 Develop Risk Mitigation Strategies

Based on the data and analysis completed during the risk assessment of each system, the TO Contractor shall develop recommended strategies to eliminate and/or reduce each risk. The discussion and analysis of each risk mitigation strategy shall describe and categorize, based on effectiveness, each strategy; a comparison of how each strategy is related or influences another; suggested time frame by which a strategy should be implemented to achieve the greatest benefit; and the expected cost of implementation. All costs are to be estimates based on industry best practices applicable to the strategy being proposed. For example, if a proposed strategy is to replace a particular system, the estimated cost for the strategy should be based on actual costs for projects of similar size and scope. All cost estimates are to be accompanied with the assumptions developed to establish the size, volume or scope of the recommendation:

- A) Define at least three mitigation strategies for each high and medium risk identified. These strategies shall be based on the effectiveness of the strategy to eliminate and/or reduce the risk (i.e. high, medium and low).
- B) Categorize each mitigation strategy:
 - 1) Risk Avoidance: Taking action to eliminate the probability of the risk.
 - 2) Risk Mitigation: Planned action to be taken to minimize the negative impact of the risk should it occur.
 - 3) Risk Acceptance: No action is planned should the risk occur.
- C) The TO Contractor shall compare and contrast each recommended strategy and combination of strategies to present the most effective options to the State in terms of Immediate (0 – 5 years), Mid Term (6 – 10 years) and Long Range (> 10 years) approaches to Enterprise Application risk mitigation.
- D) The assessment shall include, but not be limited to:
 - 1) The relative cost to implement the recommended strategies.
 - 2) Where applicable, expected benefits resulting from economies of scale.

- 3) Relative time to implement each strategy.
- 4) The degree of improved risk mitigation that can be expected as a result of implementing each recommendation and combination of recommendations.

2.2.3 DELIVERABLES

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with Microsoft Office 2000, Microsoft Project 2000 and/or Visio 2000.

Drafts of all final deliverables are required at least two weeks in advance of when all final deliverables are due. Written deliverables defined as draft documents must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but must:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) Present information that is relevant to the section of the deliverable being discussed.
- E) Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (Attachment 7). The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 8). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.5 Invoicing).

When presented for acceptance, a written deliverable defined as a final document must satisfy the scope and requirements of this TORFP for that deliverable. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and must:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) Present information that is relevant to the section of the deliverable being discussed.

The State required deliverables are defined below. Within each task, the TO Contractor may suggest other subtasks or deliverables to improve the quality and success of the project.

2.2.3.1 Task 1: Project Initiation

The TO Contractor shall facilitate a Project Kickoff Meeting to include the project teams from both parties and the project's Executive Sponsor, for the purpose of conducting introductions, defining roles and responsibilities, logistical details, and communicating expectations.

The TO Contractor shall develop a Project Management Plan (PMP) that includes all tasks and milestones necessary to complete the requirements defined in Section 2 Scope of Work. The PMP shall include:

- A) A Gantt chart for the entire project;
- B) A detailed Project Work Plan that identifies each project deliverable; and,
- C) A description of the project work effort necessary to accomplish each deliverable.

Once the TO Manager accepts the PMP, it will become the baseline to gauge schedule variance and TO Contractor performance for all project activities.

The TO Contractor shall develop the stakeholder interview schedule and requested information that includes:

- A) The set of information to be requested of each stakeholder necessary to satisfy the work effort to successfully complete all remaining project deliverables;
- B) An effective methodology to capture this information; and,
- C) The format of the repository to contain the information collected.
- D) A firm schedule to meet with each individual stakeholder.

ID	Deliverables for 2.2.3.1	Expected Completion:
2.2.3.1.1	Project Kickoff Meeting	NTP + 14 Calendar Days
2.2.3.1.2	Project Management Plan	NTP + 30 Calendar Days
2.2.3.1.3	Interview Schedule and Requested Information	NTP + 45 Calendar Days

2.2.3.2 Task 2: Risk Assessment

Per Section 2.2.2.1, the TO Contractor shall compile, categorize and discuss the risks identified for each system.

ID	Deliverables for 2.2.3.2	Expected Completion:
2.2.3.2.1	Risk Assessment for Personnel and Employee Benefits Systems	NTP + 75 Calendar Days
2.2.3.2.2	Risk Assessment for all other systems identified in Section 2.2.1	NTP + 165 Calendar Days

2.2.3.3 Task 3: Develop Risk Mitigation Strategies

Per Section 2.2.2.2, the TO Contractor shall develop recommended strategies to eliminate and/or reduce each risk identified for each system.

ID	Deliverables for 2.2.3.3	Expected Completion:
2.2.3.3.1	Risk Mitigation for Personnel and Employee Benefits Systems	NTP + 100 Calendar Days
2.2.3.3.2	Risk Mitigation for all other systems identified in Section 2.2.1	NTP + 210 Calendar Days

2.2.4 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. These may include, but are not limited to:

- A) The State's System Development Life Cycle (SDLC) methodology at: www.dbm.maryland.gov - keyword: SDLC.
- B) The State Information Technology Security Policy and Standards at: www.dbm.maryland.gov - keyword: Security Policy.
- C) The State Information Technology Project Oversight at: www.dbm.maryland.gov - keyword: IT Project Oversight.
- D) The State of Maryland Enterprise Architecture at www.dbm.maryland.gov - keyword: MTAF Guiding Principles.
- E) The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute's Project Management Body of Knowledge Guide. TO Contractor's staff and subcontractors are to follow a consistent methodology for all TO activities,

2.3 CONTRACTOR EXPERTISE REQUIRED

The TO Contractor must demonstrate a level of expertise in performing enterprise level systems and applications risk assessments, enterprise level system implementation, business analysis, IT operations, business continuity planning, disaster recovery planning and associated risk identification and mitigation.

2.4 CONTRACTOR MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory. The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The TO Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services:

- A) 10 years of experience analyzing the functional and operational requirements of large, diverse enterprises.
- B) 10 years of experience performing risk assessments of core enterprise applications.
- C) Successful completion of at least three projects of similar scope, size, and complexity to this project.

2.5 INVOICING

Payment will only be made upon completion and acceptance of the deliverables as defined in 2.2.3.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS Master Contract. Invoices for payment shall contain the TO Contractor's Federal Employer Identification Number (FEIN), as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if Project Acceptance Criteria, Section 2.5.1, is not met.

The TO Contractor shall submit invoices for payment upon acceptance of separately priced deliverables, on or before the 15th day of the month following receipt of the approved notice(s) of acceptance from the TO Manager. A copy of the notice(s) of acceptance shall accompany all invoices submitted for payment.

2.5.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the Department of Budget and Management, Office of Information Technology, Applications System Division as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form – Attachment 8, for each deliverable being invoiced) submitted for payment to the DBM/OIT/ASM at the following address:

Director, Fiscal Services
Maryland DBM/OIT/ASM
45 Calvert Street, Room 434
Annapolis, Maryland 21401

- C) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.6 REPORTING

2.6.1 PROJECT MANAGEMENT

The TO Contractor and TO Manager shall conduct bi-weekly progress meetings. A bi-weekly project progress report shall be submitted two business days in advance of the meeting to the TO Manager, and shall contain, at a minimum, the following information:

- A) TO Requesting Agency name, TO Number, functional area name and number, reporting period and “Progress Report” to be included in the e-mail subject line;
- B) Work accomplished during the bi-weekly period;
- C) Deliverable progress, as a percentage of completion;
- D) Problem areas including scope creep or deviation from the work plan;
- E) Planned activities for the next reporting period;
- F) Gantt chart updated from the original to show actual progress; as applicable, explanations for variances and plan for completion on schedule;
- G) An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date.

2.6.2 MINORITY BUSINESS ENTERPRISE

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS Master Contract. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to ASM at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to ASM. ASM will monitor both the TO Contractor’s efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall email completed forms to the TO Procurement Officer and TO Manager.

2.7 CHANGE ORDERS

If the TO Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, the TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change. No scope of work modifications shall be performed until a change order is executed by the TO Procurement Officer.

SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal or 2) a completed Notice to Master Contractors explaining why the Master Contractor will not be submitting a proposal. See Attachment 17.

3.2 FORMAT

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements of this CATS TORFP. A TO Proposal shall provide the following:

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE:

A) Proposed Services – Work Plan

- 1) **Requirements:** A detailed discussion of the Master Contractor’s understanding of the work and the Master Contractor’s capabilities, approach and solution to address the requirements outlined in Section 2.
- 2) **Assumptions:** A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.
- 3) **Risk Assessment:** An assessment of any risks inherent in the work requirements and actions to mitigate these risks.
- 4) **Proposed Solution:** A description of the Master Contractor’s proposed solution to accomplish the specified work requirements.
- 5) **Proposed Tools:** A description of all proposed tools that will be used to facilitate the work.
- 6) **Tasks and Deliverables:** A description of and the schedule for each task and deliverable, illustrated by a Gantt chart. Start and completion dates for each task, milestone, and deliverable shall be indicated. The Gantt chart will form the baseline for task order monitoring, and will be updated bi-weekly as part of progress reporting (see Section 2.6.1 Project Management).
- 7) **Work Breakdown Structure:** A detailed work breakdown structure and staffing schedule, with labor hours by skill category that will be applied to meet each milestone and deliverable, and to accomplish all specified work requirements.
- 8) **Acceptance Criteria:** A statement acknowledging the Master Contractor’s understanding of the acceptance criteria.

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category.
- 2) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.
- 3) Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary.

C) MBE Participation

- 1) Submit completed MBE Documents Attachment 2, Forms D-1 and D-2.

D) Subcontractors

- 1) Identify all proposed subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.

E) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of projects that you have completed that were similar in scope to the one defined in this TORFP Scope of Work. Each of the three examples must include a reference complete with the following:
 - a) Name of organization.
 - b) Name, title, and telephone number of point-of-contact for the reference.
 - c) Type, and duration of contract(s) supporting the reference.
 - d) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
 - e) Whether the Master Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization.

F) Proposed Facility

- 1) Identify Master Contractor's facilities including address, from which any work will be performed.

G) State Assistance

- 1) Provide an estimate of expectation concerning participation by State personnel.

H) Confidentiality

- 1) A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE:

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based.
- B) Completed Financial Proposal - Attachment 1 including:
 - 1) Fixed-price dollar figures rounded to the nearest whole dollar.
 - 2) The information should continue, as necessary and appropriate, to cover all Phases and Deliverables.
 - 3) List all Deliverables, even those not separately priced.

SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT

4.1 EVALUATION CRITERIA

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS TORFP. In making the TO Agreement award determination, the TO Requesting Agency will consider all information submitted in accordance with Section 3.

4.2 TECHNICAL CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance.

- A) Qualifications of the Master Contractor and proposed personnel in meeting the minimum qualifications set forth in the Master Contract and Section 2 of this TORFP.
- B) Overall understanding of the work required, quality of the approach, schedule and methodology for completing the requirements of this TORFP, and proposed solution.
- C) Experience, capability and references for the Master Contractor and proposed subcontractors.
- D) Reporting mechanism for ensuring that project schedules are met.

4.3 SELECTION PROCEDURES

- A) TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- B) Qualified TO Proposal financial responses will be reviewed and ranked from lowest price to highest price proposed.
- C) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit will receive greater weight than price.

4.4 COMMENCEMENT OF WORK UNDER THE TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, Purchase Order and by a Notice to Proceed authorized by the TO Procurement Officer.

ATTACHMENT 1 PRICE PROPOSAL FORM

Identification	Deliverable	Proposed Price
2.2.3.1.1	Project Kickoff Meeting	
2.2.3.1.2	Project Management Plan	
2.2.3.1.3	Interview Schedule and Requested Information	
2.2.3.2.1	Risk Assessment for Personnel and Employee Benefits Systems	
2.2.3.2.2	Risk Assessment for all other systems identified in Section 2.2.1	
2.2.3.3.1	Risk Mitigation for Personnel and Employee Benefits Systems	
2.2.3.3.2	Risk Mitigation for all other systems identified in Section 2.2.1	
Total Proposed Fixed Price		

SUBMIT AS REQUIRED IN SECTION 3.2.2 OF THE TORFP.

ATTACHMENT 2
MBE FORMS
FORM D-1
CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

In conjunction with the bid or offer submitted in response to CATS TORFP # 050P6803359, I affirm the following:

I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 30 percent. I commit to make a good faith effort to achieve this goal.

In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond, as were non-MBE subcontractors.

The solicitation process was conducted in such a manner so as to not place MBE subcontractors at a competitive disadvantage to non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

Master Contractor Name

Signature of Affiant

Address

Printed Name, Title

Date

**SUBMIT SIGNED AS A .PDF FILE WITH THE TECHNICAL RESPONSE
AS REQUIRED IN SECTIONS 1.3 AND 1.4 OF THE TORFP.**

ATTACHMENT 2
MBE FORMS
FORM D-2
MBE OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the TO Proposal submitted in response to CATS TORFP #050P6803359, I state the following:

1. Master Contractor identified opportunities to subcontract in these specific work categories:

2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.

3. Master Contractor made the following attempts to contact personally the solicited MBEs:
 - Master Contractor assisted MBEs to fulfill or to seek waiver of bonding requirements.
(DESCRIBE EFFORTS)

 - This project does not involve bonding requirements.

 - Master Contractor did/did not attend the pre-bid conference.
 - No pre-bid conference was held.

Master Contractor Name

By: _____
Authorized Signature

Address

Name, Title

Date

**SUBMIT SIGNED AS A .PDF FILE WITH THE TECHNICAL RESPONSE
AS REQUIRED IN SECTIONS 1.3 AND 1.4 OF THE TORFP.**

ATTACHMENT 2
MBE FORMS
FORM D-3
MBE PARTICIPATION SCHEDULE

Master Contractor (Firm Name, Address, Phone)	Project Description
Project Number: 050P6803359	Total Contract Amount \$
List Information For Each Certified MBE Subcontractor On This Project	
A. Minority Firm Name, Address, Phone MBE Classification: _____ MBE Certification Number: _____	
Work To Be Performed	
Project Commitment Date	Project Completion Date
Agreed Dollar Amount	Percentage Of Total Contract
B. Minority Firm Name, Address, Phone MBE Classification: _____ MBE Certification Number: _____	
Work To Be Performed	
Project Commitment Date	Project Completion Date
Agreed Dollar Amount	Percentage Of Total Contract
C. Minority Firm Name, Address, Phone MBE Classification: _____ MBE Certification Number: _____	
Work To Be Performed	
Project Commitment Date	Project Completion Date
Agreed Dollar Amount	Percentage Of Total Contract
D. Minority Firm Name, Address, Phone MBE Classification: _____ MBE Certification Number: _____	
Work To Be Performed	
Project Commitment Date	Project Completion Date
Agreed Dollar Amount	Percentage Of Total Contract
MBE Firms Total Dollar Amount Overall \$ _____	African American MBE Percentage _____%
MBE Firms Total Percentage Overall _____%	Women MBE Dollar Amount \$ _____
African American MBE Dollar Amount \$ _____	Women MBE Percentage _____%

List Additional MBE Subcontractors or Provide Any Additional Comments on Separate Paper.
Document Prepared By: (Please print or type)

Name of Preparer: _____ Title: _____

SUBMIT WITHIN 10 DAYS OF NOTIFICATION OF AWARD.

ATTACHMENT 2
MBE FORMS
FORM D-4
MBE SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

Provided that _____ is awarded the State contract in conjunction with CATS TORFP
Master Contractor Name

#050P6803359, and _____, MDOT Certification No. _____, intend to enter into a
Subcontractor Name

contract by which Subcontractor shall: (describe work)

_____.

- No bonds are required of Subcontractor
- The following amount and type of bonds are required of Subcontractor:

Master Contractor Signature

Subcontractor Signature

By: _____
Name, Title

By: _____
Name, Title

Date: _____

Date: _____

SUBMIT WITHIN 10 DAYS OF NOTIFICATION OF AWARD
ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE (FORM D-3).

ATTACHMENT 2
MBE FORMS
MASTER CONTRACTOR MBE REPORTING REQUIREMENTS

CATS TORFP # 050P6803359

These instructions are meant to accompany the customized reporting forms sent to you by the Contract manager. If, after reading these instructions, you have additional questions or need further clarification, please contact the Contract Manager immediately.

1. As the Master Contractor, you have entered into a contractual agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for this contract. Part of that effort, as outlined in the RFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (Master Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.

2. The Master Contractor must complete a separate form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due not later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due not later than the 15th of February. With the approval of the contract manager, the report may be submitted electronically. **Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.**

3. The Master Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy and/or hard copy) of form D-6. The Master Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize form D-6 (upper right corner of the form) for the subcontractor the same as the form D-5 was customized by the Contract Manager for the benefit of the Master Contractor. This will help to minimize any confusion for those who receive and review the reports.

4. **It is the responsibility of the Master Contractor to make sure that all subcontractors submit reports not later than the 15th of each month regardless of whether there was any MBE payment activity for the reporting month.** Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the Master Contractor cannot and will not be given credit for subcontractor payments, regardless of the Master Contractor's proper submission of the form D-5. The contract manager will contact the Master Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The Master Contractor must promptly notify the contract manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE reporting requirements and/or failure to make a good faith effort to meet the MBE goal(s) will cause the Master Contractor to have an unfavorable standing with the Department for future contracting opportunities.

SUBMIT AS REQUIRED IN SECTION 2.6.2 OF THE TORFP.

**ATTACHMENT 2
MBE FORMS
FORM D-5**

MBE PARTICIPATION MASTER CONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): __/____ <p style="text-align: center;">Report Due By the 15th of the following Month.</p>	CATS TORFP #050P6803359 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
--	---

Master Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
List all payments made to MBE subcontractor named above during this reporting period. 1. 2. 3. 4. Total Dollars Paid: \$ _____		List dates/amounts of any unpaid invoices received from subcontractor during this reporting period. 1. 2. 3. 4. Total Dollars Unpaid: \$ _____	

**If more than one MBE subcontractor is used for this contract please use separate forms.

Return one (1) copy of this form to each of the following addresses:

Robert Campbell, TO Manager Department of Budget and Management 45 Calvert Street, Room 255 Annapolis, Maryland 21401 rcampbel@dbm.state.md.us	Gisela Blades, TO Procurement Officer Department of Budget and Management 45 Calvert Street, Room 444 Annapolis, Maryland 21401 oitplo@dbm.state.md.us
--	--

Signature: _____ Date: _____

SUBMITTED MONTHLY BY THE MASTER CONTRACTOR AS REQUIRED IN SECTION 2.6.2 OF THE TORFP.

**ATTACHMENT 2
MBE FORMS
FORM D-6**

MBE PARTICIPATION SUBCONTRACTOR PAID/UNPAID INVOICE REPORT

Report # _____ Month/Year _____ Report Due By the 15th of the following Month.	CATS TORFP #050P6803359 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt. _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
--	--

MBE Subcontractor Name:		
MDOT Certification #		
Contact Person		
Address:		
City	State:	ZIP:
Phone:	FAX:	
Subcontractor Services Provided:		
List all payments received from Master Contractor in the preceding 30 days. 1. 2. 3. Total Dollars Paid: \$ _____	List dates and amounts of any outstanding invoices. 1. 2. 3. Total Dollars Unpaid: \$ _____	
Master Contractor Name:		Contact Person:

Return one (1) copy of this form to each of the following addresses:

Robert Campbell, TO Manager Department of Budget and Management 45 Calvert Street, Room 255 Annapolis, Maryland 21401 rcampbel@dbm.state.md.us	Gisela Blades, TO Procurement Officer Department of Budget and Management 45 Calvert Street, Room 444 Annapolis, Maryland 21401 oitplo@dbm.state.md.us
--	--

Signature: _____ Date: _____

SUBMITTED MONTHLY BY THE MBE SUBCONTRACTOR AS REQUIRED IN SECTION 2.6.2 OF THE TORFP.

ATTACHMENT 3
TASK ORDER AGREEMENT #050P6803359
MASTER CONTRACT #050B6800025

This Task Order Agreement (“TO Agreement”) is made this ___ day of _____, 200_ by and between _____ and the STATE OF MARYLAND, DEPARTMENT OF BUDGET AND MANAGEMENT, OFFICE OF INFORMATION TECHNOLOGY, APPLICATIONS SYSTEMS MANAGEMENT.

IN CONSIDERATION of the mutual premises and the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means the Maryland Department of Budget and Management, Office of Information Technology, Applications System Management (“DBM/OIT/ASM”), as identified in the CATS TORFP # 050P6803359.
 - b. “CATS TORFP” means the Task Order Request for Proposals # 050P6803359, dated _____, including any addenda.
 - c. “Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and _____ dated December 19, 2005.
 - d. “TO Procurement Officer” means . The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. “TO Agreement” means this signed TO Agreement between DBM/OIT/ASM and _____.
 - f. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is _____ and whose principal office in Maryland is _____.
 - g. “TO Manager” means Robert Campbell of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated _____.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated _____.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
 - 2.1. This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.
 - 2.2. The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms

of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:

- a. The TO Agreement,
- b. Exhibit A – CATS TORFP
- c. Exhibit B – TO Proposal-Technical
- d. Exhibit C – TO Proposal-Financial

2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this section. Except as otherwise provided in this TO Agreement, if any change under this section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.

3. Time for Performance.

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of nine months, commencing on the date of Notice to Proceed and terminating on _____

4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS TORFP and shall not exceed \$_____. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to DBM/OIT Director of Fiscal Services.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

IN WITNESS THEREOF, the parties have executed this TO Agreement as of the date hereinabove set forth.

TO CONTRACTOR NAME

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, DEPARTMENT OF BUDGET AND MANAGEMENT
OFFICE OF INFORMATION TECHNOLOGY, APPLICATION SYSTEMS MANAGEMENT

By: Gisela Blades, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 4
CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

E. The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____
(Authorized Representative and Affiant)

**SUBMIT THIS SIGNED AS A .PDF FILE WITH THE TECHNICAL RESPONSE
AS REQUIRED IN SECTION 1.6 OF THE TORFP.**

ATTACHMENT 5

LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.
2. Only labor categories proposed in the Master Contractors Technical proposal may be proposed under the CATS TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.

For example: If you propose John Smith who is your subcontractor and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as 3 months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement. In this case, 3 months.

4. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
5. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.
6. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.
7. Replacement of proposed personnel must follow the procedures set forth in Section 2.11.8 of the CATS RFP, Project Number 050R5800338.

SUBMIT WITH THE TECHNICAL RESPONSE.

ATTACHMENT 5 (CONTINUED)
LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)	
Education: (Insert the education description from the CATS RFP from Section 2.5 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS RFP from Section 2.5 for the applicable labor category.)	
Duties: (Insert the duties description from the CATS RFP from Section 2.5 for the applicable labor category.)	

The information provided on this form for this labor class is true and correct to the best of my knowledge:

Contractor's Contract Administrator:

Signature _____ Date

Proposed Individual:

Signature _____ Date

SUBMIT WITH THE TECHNICAL RESPONSE AS REQUIRED IN SECTION 3.2.1B OF THE TORFP.

ATTACHMENT 6

PRE-PROPOSAL CONFERENCE DIRECTIONS

From Baltimore Area:

- Take I-97 off the Baltimore Beltway heading south to Annapolis.
- I-97 will end and turn into Route 50 East.
- Take Rowe Blvd. Exit toward downtown Annapolis.

From the Eastern Shore or Route 2:

- Cross the Severn River Bridge and exit on Rowe Blvd.

From Either Direction:

- Follow Rowe Blvd. To the third traffic light.
- Stay to the right when the road splits before the Treasury Building.
- Turn right onto Calvert Street.
- 45 Calvert Street is the first building immediately on the right.
- Room 427A is on the fourth floor.
- Turn left off the elevator and the conference room is the first door on the right.

Parking:

- The closest garage is next to 45 Calvert Street but must be entered from Clay Street. This is the second right turn after turning onto Calvert Street. Turn right onto Clay St. immediately after passing 45 Calvert.
- Another garage is available about ½ block down from 45 Calvert Street on the left, called Gotts' Garage.
- There is also limited metered parking available on Calvert and surrounding streets.

ATTACHMENT 7
AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

Project Name: Systems and Applications Risk Assessment

TO Agreement Number: _____

Title of Deliverable: _____

TORFP Reference Section Number: _____

Deliverable Reference ID Number: _____

Name of TO Manager: Robert Campbell

TO Manager Signature

Date Signed

Name of Contractor's Project Manager: _____

Contractor's Project Manager Signature

Date Signed

SUBMIT AS REQUIRED IN SECTION 2.2.3 OF THE TORFP.

ATTACHMENT 8 ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Department of Budget & Management/OIT/ASM

Project Name: Systems and Applications Risk Assessment

TO Manager: Robert Campbell Telephone: (410) 260-7084

To: TO Contractor's Contract Manager

The following deliverable, as required by TO Agreement #050P6803359, has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.2.3 OF THE TORFP.

ATTACHMENT 9 R*STARS

General Purpose	General Ledger, Pre-Encumbrance / Encumbrance Reporting, Budget Accounting, Revenue Accounting, Expenditure Accounting, Payment Processing, Liability Offset Processing, 1099's, Fixed Assets, Archive Purge Processing, 1000+ Standard Reports and Ad-Hoc Reporting Capabilities.				
Customers					
Number of Users	7,000 State 2,400 MDOT	Number of Customers	1,000,000	Primary Customers	Vendors doing business with the State
Annual Transactions	8,000,000				
Technical					
COTS /Custom	COTS. Heavily customized.	COTS Vendor	Original Vendor – KPMG	Year Implemented	1995
Platform:	Mainframe	Program Language	COBOL	Database	DB2
Front End Access	CICS	Number of Files	400 at Each Location – State & MDOT (Includes both ADPICS and R*STARS)	Number of Programs	2500 at Each Location - State & MDOT (Includes both ADPICS and R*STARS. Combined 3.9 Million Lines of COBOL Code)
Support					
Number programmers / functional staff currently supporting application	12 State 18 MDOT	Hosting Site	Annapolis Data Center and MDOT	DRP Available	State - Yes MDOT - Yes
Tool Sets Used					
Migration Software	State – Changeman MDOT – CA-ENDEVOR		Maintenance Tools	IBM Mainframe Utilities Including Syncsort, IDCAMS, IEBGENER along with Query Management Facility, Expediter, CICS CEDF etc	
Software Access	State –Changeman MDOT – CA-ENDEVOR		Print Facility	Mobious - ViewDirect	

ATTACHMENT 9 (CONTINUED)
R*STARS PRIMARY FUNCTIONALITY

Functionality	Description	MDOT	State
General Ledger	Basic double-entry accounting functionality, profile and transaction code driven.	X	X
Pre-Encumbrances/ Encumbrances	Ability to record, track and liquidate requisitions and purchase orders.	X	X
Agency Budget Accounting	Ability to separately record and track, unique agency-based budgets.	X	X
Revenue Accounting and Control	Record and track revenues at a detailed level and compare against estimated revenues.	X	X
Cash Receipts	Basic ability to record cash receipts and create deposit transactions.	X	X
Expenditure Accounting and Control	Record and track expenditures at a detailed level, and compare and edit against appropriations.	X	X
Cost Accounting/Cost Allocation	Ability to record and track costs subject to allocating and programmatically allocate cost based on pre-defined rules.	X	X
Grant and Project Accounting	Ability to separately record and track detailed transactions related to grants (Federal and other). Project accounting functionality allows tracking of transactions for user-defined projects. Grant and project transactions are posted to separate financial tables.	X	X
Accounts Receivable	Basic ability to record and track customer receivables, along with aging, dunning and other reports.	X	X
Fixed Asset Accounting	Separate module to record detailed transactions related to fixed assets, including infrastructure. Module can support needs of agency asset managers, DGS and supports the requirements of GASB 34. This includes computing and posting depreciation and gain/loss on disposal of assets.	X	X
Contract Management	Ability to create and track contracts.	X	X
Security	Provides extensive application security features.	X	X
Reports	Provides user requested reports as well as system reports that are created during the nightly batch cycle.	X	X
Pre-Audit	R*STARS provides ability for State of Maryland General Accounting Division to audit payment transactions before invoice is released for payment.		X
Payment Processing	Accounts payable records are forwarded to the Maryland State Treasurer's Office (STO) for payment creation and distribution. STO provides R*STARS with files containing check status and clearing information.		X
Recurring Transaction Processing	Ability to create transactions of a repetitive nature with minimal user input.	X	X
Document Tracking and Approval	Ability to track various document types as well as apply approval codes, all based on pre-defined user rules.	X	X
Liability Offset	R*STARS withholds funds in the amount owed to the State of Maryland for all vendors identified by the Comptroller's Office.		X
Backup Withholding	R*STARS withholds federal tax dollars for all vendors identified by the IRS.		X
1099 Reporting	1099 forms are created for vendors that received payments from the State of Maryland that were identified as 1099 reportable.		X
Transaction Splits	Based on pre-defined rules, certain transactions can split into multiple transactions, based for example on funding such as 80% Federal, 20% State funds.	X	

ATTACHMENT 9 (CONTINUED)

R*STARS PRIMARY FUNCTIONALITY

Functionality	Description	MDOT	State
Federal Aid Billing	Custom designed functionality in use by SHA and MTA that assists in automatically generating Federal bills. Consists of unique screens, processes and reports.	X	
Third Party Billing	Custom designed functionality in use by SHA to assist in billing certain entities based upon certain project costs.	X	
Summary Online Inquiry Screens	Several financial tables have online, real-time inquiry screens that offer great flexibility into retrieving information from R*STARS.	X	
Online Inquiry Screen	Ability to start at a baseline inquiry screen, drill down on a balance type to documents, transactions and transaction details.	X	X
Federal Aid Billing (FAB)	In order to support SHA and MTA Federal billing functions, significant modifications were made to baseline software. The resultant processes, screens and reports allow users to preview transactions susceptible to billing, submit the bill electronically (at user specified time), and generate the account receivable transaction as well as the cash receipt transactions. This functionality supports Cash Management Information Act (CMIA) agreements between the State and the Federal agencies. FAB is a mission-critical process to MDOT that must always be functioning at peak performance. SHA and MTA combined bill the Federal government approximately \$700 million a year.	X	
Transaction splits/Recurring Transaction Index (RTI)	Certain project expenditures are split between funding sources. This functionality allows users to code transactions such that the system will calculate and generate the split transactions automatically based upon user-defined profiles. This saves user input time, as well as enhancing accuracy and consistency of data.	X	
Third Party Billing	Similar to FAB, Third Party Billing functionality allows SHA to bill non-Federal entities for qualifying transactions.	X	
Contract Escrow/Non-escrow Retainage	Modifications were made to ADPICS and R*STARS to support the processes to record contract retainage transactions (amounts withheld from contractor payments, usually a percentage specified in the contract terms, and are either escrowed or not). When certain conditions are met, the retainage is paid to the contractor, or in the case of dispute, the State may keep some or all of the retainage as part of settlement. Escrowed retainage payments are made to a third party financial institution of the contractor's choosing. Non-escrowed retainages remain in the State Treasury.	X	
Cost Allocation	In order for SHA to allocate certain direct overhead costs to appropriate project, which are then included as participating costs for Federal of Third Party billing, cost allocation processes were developed. The timing of running cost allocation is controlled by SHA personnel and runs as part of the nightly batch cycle. This automated process is critical to SHA as there would be virtually no way to perform this process manually.	X	
Project and Grant Accounting	MDOT makes significant use of the project and grant accounting functionality. Various reports were created and screens were enhanced to satisfy user requirements. One such enhancement allows users to inquire on projects individually, or in groups by using asterisks as wildcards in specifying projects on which to inquire.	X	
Interfaces	Numerous interfaces, inbound and outbound, were developed for MDOT and DBM. For MDOT, there are over 40 inbound and about 20 outbound interfaces in production. Some interfaces are simply passing formatted data while others are very complex. These interfaces are critical as they support the processing of various feeder systems. Additionally, the majority of transactions are entered into FMIS via interfaces. An important MDOT interface is the daily interface of transactions and vendor updates to the State FMIS system.	X	X
Inquiry Drill Down	Functionality and usability was enhanced on certain online inquiry screens by providing drill down capability. Users can start at the standard screen and drill down levels until eventually reaching the full detail screen for a transaction. Certain filtering and date range capabilities were implemented as part of this enhancement.	X	X

ATTACHMENT 9 (CONTINUED)

R*STARS PRIMARY FUNCTIONALITY

Functionality	Description	MDOT	State
Receipt Distribution	MPA and MAA receive large volumes of customer payments, often time a single payment may satisfy multiple account receivable documents. To improve accuracy and reduce employee time to process receipt transactions, a screen and processes were developed to allow users to apply customer payments to multiple documents.	X	
Fiscal Year-end Processing	Certain processes and interfaces were developed to support year-end processing. One of the more significant is the MDOT ADPICS automated change order processing, allowing agencies to have certain purchase order balances automatically rolled into the new year via change order processing. The fiscal year-end processing is likely the most critical timeframe for FMIS. The system has to perform these functions reliably and consistently to support closing process and meet the Comptroller's deadlines. Maryland's fiscal year is July 1 to June 30.	X	X
Fixed Asset Subsystem	The fixed asset subsystem was modified to meet user requirements, as well as to comply with GASB Statement 34. This was a major enhancement as well as a change in how governments treat capital assets. Various reports have been developed or modified, as well as modifications to several screens.	X	X
Expanded Accounting in ADPICS	Baseline ADPICS lacked some accounting data element fields supported in R*STARS. Some of the MDOT agencies, SHA in particular, utilize every available field to record their transactions. To solve this issue, screens were added in ADPICS to allow input of these additional data elements.	X	
Custom Reports	Many custom developed reports, some agency specific, have been developed to support MDOT and State business requirements.	X	X
BRASS	BRASS (Billing Reporting and Statistical System) is a client server based system designed to support the billing and reporting processes at MPA and MAA. BRASS has a unique structure that is designed to accommodate the complex lease and tariff agreements used in billing customers at the Port/Airports. BRASS allows for easy user data entry and generation of five different invoice types with automatic daily batch update of account receivable data to R*STARS. BRASS also supports the electronic data interchange (EDI) of invoice information with clients at MPA. Management and on-demand statistical reports are created from BRASS. BRASS was custom developed by BearingPoint and implemented in July of 2000. BRASS usage has resulted in shortening the time required to produce invoices, improved accuracy, and dramatically shortened the time to prepare monthly management reports. There are 35 users at MPA and 17 users at MAA. Of the current onsite contractor staff, four individuals are dedicated to system and user support.	X	
Pre-Audit	R*STARS provides ability for State of Maryland General Accounting Division to audit payment transactions before invoice is released for payment.		X
Payment Processing	Accounts payable records are forwarded to the Maryland State Treasurer's Office (STO) for payment creation and distribution. STO provides R*STARS with files containing check status and clearing information.		X
Liability Offset	R*STARS withholds funds in the amount owed to the State of Maryland for all vendors identified by the Comptroller's Office.		X
Backup Withholding	R*STARS withholds federal tax dollars for all vendors identified by the IRS.		X
1099 Reporting	1099 forms are created for vendors that received payments from the State of Maryland that were identified as 1099 reportable.		X
R*STARS Archive Purge	DBM performs an annual archive purge process to remove older closed accounting records.		X

ATTACHMENT 10 ADPICS

General Purpose	Requisitions, Purchase Orders, Blanket Purchase Orders, Change Orders, Approval Paths, Security, Receiving, Inventory Control, Invoice and Voucher Processing, On-line Forms Printing, Integration with R*STARS, On-Line Reporting, Small Business and Minority Business Tracking and Reporting, Purge Processing and Ad-Hoc Reporting Capabilities.				
Customers					
Number of Users	7,000 – State 2,400 - MDOT	Number of Customers	1,000,000	Primary Customers	Vendors doing business with the State
Annual Transactions	8,000,000				
Technical					
COTS /Custom	COTS. Heavily customized.	COTS Vendor	Original Vendor – KPMG	Year Implemented	1995
Platform:	Mainframe	Program Language	COBOL	Database	DB2
Front End Access	CICS	Number of Files	400 at Each Location – State & MDOT (Includes both ADPICS and R*STARS)	Number of Programs	2500 at Each Location - State & MDOT (Includes both ADPICS and R*STARS. Combined 3.9 Million Lines of COBOL Code)
Support					
Number programmers / functional staff currently supporting application	12 – State 18 – MDOT	Hosting Site	Annapolis Data Center and MDOT	DRP Available	State –Yes MDOT – Yes
Tool Sets Used					
Migration Software	State – Changeman MDOT – CA-ENDEVOR	Maintenance Tools	IBM Mainframe Utilities Including Syncsort, IDCAMS, IEBGENER along with Query Management Facility, Expediter, CICS CEDF etc		
Software Access	State – Changeman MDOT – CA-ENDEVOR				

ATTACHMENT 10 (CONTINUED)

ADPICS PRIMARY FUNCTIONALITY

Functionality	Description	MDOT	State
Requisitions	A request for goods or services, a particular vendor not yet specified.	X	X
Purchase Orders	An order to a vendor to provide specific goods or services.	X	X
Blanket Purchase Orders	Broader in scope than a purchase order in that goods or services may be released over a longer period of time and may be used by multiple agencies. These generally have specified time (often multiple years), quantity and cost caps.	X	X
Security	Provides extensive application security features.	X	X
Change Orders	Provide capability to modify contracts, purchase orders and requisitions.	X	X
Approval Paths	User-defined paths that documents must follow for approvals before a document is posted. This functionality greatly enhances internal controls.	X	X
Bid Processing and Tabulation	Functionality that assists in processing and tabulating procurement bids.	X	X
Receiving	Allows procured items received to be entered into the system and compared to the purchase order and packing slip, allowing for 3-way matching.	X	X
Inventory Control	Functionality to allow agencies to track supplies and materials that are inventoried in a supply room or warehouse.		X
Invoice and Voucher Processing	Processing of vendor invoices, referencing purchase orders when appropriate, and then vouching the transactions for ultimate payment.	X	X
R*STARS Integration	Many ADPICS functions generate accounting transactions in R*STARS.	X	X
Online Inquiry and Reporting	ADPICS offers various online real-time inquiries and reports.	X	X
Variable Length Commodity Codes	MDOT ADPICS was enhanced to allow usage of commodity codes of varying lengths as well as incorporating vendor part numbers into the coding.	X	
Expanded Accounting Screens	MDOT ADPICS was enhanced to allow all accounting data elements available in R*STARS to be used in ADPICS transactions.	X	
Contract Additional Elements	Screens were added to accommodate input of various data elements that are used for MBE, BPW or contract management purposes.	X	
Contract Escrow/Non-escrow Retainage	Modifications were made to ADPICS and R*STARS to support the processes to record contract retainage transactions (amounts withheld from contractor payments, usually a percentage specified in the contract terms, and are either escrowed or not). When certain conditions are met, the retainage is paid to the contractor, or in the case of dispute, the State may keep some or all of the retainage as part of settlement. Escrowed retainage payments are made to a third party financial institution of the contractor's choosing. Non-escrowed retainages remain in the State Treasury.	X	
MAXIMO Integration	An asset management system developed and marketed by MRO Software, is used by MTA for maintenance management and inventory control. A series of interfaces, batch processes, inquiry screens and integrations between MAXIMO and ADPICS is currently under development, and is anticipated to be implemented in fiscal year 2006. When implemented, certain labor intensive processes of double data entry currently performed in both systems will be eliminated.	X	
Expanded Accounting in ADPICS	Baseline ADPICS lacked some accounting data element fields supported in R*STARS. Some of the MDOT agencies, SHA in particular, utilize every available field to record their transactions. To solve this issue, screens were added in ADPICS to allow input of these additional data elements.	X	
Variable Length Commodity Codes	Some of the MDOT agencies, particularly MTA, use commodity codes differently. Since there was a requirement for MTA to use a code structure that differed from others, as well as incorporate vendor part numbers, the commodity code structure logic modified.	X	

ATTACHMENT 10 (CONTINUED)
ADPICS - MAJOR MODIFICATIONS/ENHANCEMENTS

Functionality	Description	MDOT	State
Contract Additional Elements	In order to gather various data about procurement transactions, to satisfy MBE reporting requirements and BPW reporting needs, screens and related edits and processing were added to ADPICS.	X	
Custom Reports	Many custom developed reports, some agency specific, have been developed to support MDOT and State business requirements.	X	X
ADPICS Archive Purge	DBM performs an annual archive purge process to remove older closed procurement records.		X

ATTACHMENT 11 PERSONNEL SYSTEM (STATEWIDE)

General Purpose	Position Control, Position History, Employee History, Re-Classes, Terminations, Abolishment's, Transfer's to Other State Agency's, Cost of Living Adjustments, Increment Processing, Promotions, Interfaces to Central Payroll Bureau and State Retirement and Extensive Ad-Hoc Reporting. Stand Alone sub systems include Leave Bank database, Recruitment and Examination and Performance Evaluation Program (PEP) and Medical Director's database.				
Customers					
Number of Users	700	Number of Customers	70,000	Primary Customers	State Employees
Annual Transactions	200,000				
Technical					
COTS /Custom	Developed In-House.	COTS Vendor		Year Implemented	1975
Platform:	Mainframe	Program Language	COBOL	Database	VSAM - Sequential
Front End Access	Data Entry – Viking Software	Number of Files	40	Number of Programs	200
Support					
Number programmers / functional staff currently supporting application	5	Hosting Site	Annapolis Data Center	DRP Available	YES
Tool Sets Used					
Migration Software	N/A	Maintenance Tools	IBM Mainframe Utilities Including Syncsort, IDCAMS, IEBGENER along with Query Management Facility, Expediter, CICS CEDF etc		
Software Access	ELIPS				

ATTACHMENT 11 (CONTINUED) PERSONNEL SYSTEM (MDOT)

General Purpose	Position Control, Position History, Employee History, Re-Classes, Terminations, Abolishment's, Transfer's to Other State Agency's, Cost of Living Adjustments, Increment Processing, Promotions, Extensive Ad-Hoc Reporting. Stand Alone sub systems include Recruitment and Examination.				
Customers					
Number of Users	60	Number of Customers	11,000	Primary Customers	MDOT State Employees
Annual Transactions	40,000				
Technical					
COTS /Custom	COT's Heavily Customized.	COTS Vendor	GEAC	Year Implemented	1991
Platform:	Mainframe	Program Language	COBOL	Database	VSAM - Sequential
Front End Access	CICS	Number of Files	40	Number of Programs	8,000 Copybooks included in baseline software – 50 customized in-house developed programs
Support					
Number programmers / functional staff currently supporting application	1 Programmer 1 Functional	Hosting Site	MDOT Data Center	DRP Available	YES
Tool Sets Used					
Migration Software	N/A for COTS – CA-ENDEVOR for in-house developed customized programs		Maintenance Tools	IBM Mainframe Utilities Including Syncsort, IDCAMS, IEBGENER along with Query Management Facility, Expediter, CICS CEDF etc	
Software Access	CA-ENDEVOR				

ATTACHMENT 11 (CONTINUED)
PERSONNEL SYSTEMS PRIMARY FUNCTIONALITY

Functionality	Description
Position Control	Maintains position control for each PIN authorized by the General Assembly.
Position Control History	Maintains current status of each PIN that has been authorized by the General Assembly since 1973.
Salary Adjustments – COLA’s	Procedures in place to process salary adjustments to all state employee master records when Cost of Living Adjustments (COLA’s) are given to state employees. Similar, yet different set of procedures to update faculty salaries.
Promotions/Re-classes, transfers, demotions, resignations, etc	Both personnel systems handle over 100 types of actions. Some actions trigger multiple transactions. In the statewide personnel system, employee master records are updated in statewide personnel system and an interface record is generated for Central Payroll Bureau if action affects payroll data. In the MDOT personnel system, employee master records are updated in the MDOT Personnel System and updated employee sheets are forwarded manually to MDOT payroll section for input into MDOT’s payroll system. MDOT payroll system feeds updates to State of Maryland’s Central Payroll Bureau.
Increment Processing	Procedures in place to process merit raises twice a year. Employee master record indicates whether they are a July or January increment month. If merit raise is approved by Legislature, then procedures run in June and December.
Medical Director’s Database	Stand alone system that both randomly selects employees for drug testing and maintains database of results from Medical Director’s testing.
Employee Performance Evaluation Process	Statewide centralized system in place to capture employee performance scores and perform statistical reports on employee performance along with percentage complete.
Title Rate File	Title rate file contains one record for each class code (separate job titles) used in the personnel system, with their job title and salary for all 19 steps, for each fiscal year the class code has been active. File is used for salary verification for each personnel action affecting salary along with COLA and Increment processing.
EEO Reports	Procedures set up to produce EEO reports on an annual basis for both the U.S. Census Bureau and the Maryland Legislature.
Eligibility Lists	Personnel sub-system that maintains list of all qualified candidates for each job classification.
Integrated Test Scoring	Personnel system is integrated test scoring process to identify current employees length of service, and to add points to candidates score based on years worked in state service.
Employee Leave Bank Activity	Stand alone system that maintains each employees leave bank activity for the life of their state career.
Employee History	Personnel system maintains each employees personnel activity for their entire career.
Ad-Hoc Reporting	Technical staff supporting the Personnel System produces numerous unique one-time reports in a limited timeframe for the Maryland Legislature and the media.
Annual Reports	Personnel system generates numerous reports on an annual basis for the Maryland Legislature related to diversity, employee location, salary statistics, years of service, age of the workforce, etc.
Recruitment and Examination (SIGMA)	Scans answer sheets, scores the test, creates answer keys, provides weighted scoring, statistical analysis.
	Generates unlimited variety of letters to be sent to applicants.
	Tracks individual recruitment records, dates of test, responsible contacts, job locations, etc.
	Prepares eligibility list, prepare test booklets.

Note: Unless otherwise indicated, the functionality is applicable to both the Statewide Personnel System and the MDOT Personnel System.

ATTACHMENT 12

TIMEKEEPING

TIME ENTRY SUPPORT SYSTEM (TESS)

General Purpose	Capture Timesheet Data, On-Line Edits, Enforces Standard Timekeeping Business Rules, Approval Processing, Security, Maintains Leave History, Supports Leave Accrual / Updates Balances, Cascading Leave Processing, Prints New Timesheets, Converts and Posts Payroll Data To Statewide Accounting System.				
Customers					
Number of Users	75	Number of Customers	4,000	Primary Customers	State Employees
Annual Transactions	1,000,000				
Technical					
COTS /Custom	COTS. Heavily customized.	COTS Vendor		Year Implemented	1999
Platform:	Mainframe	Program Language	COBOL	Database	VSAM
Front End Access	CICS	Number of Files	40	Number of Programs	300
Support					
Number programmers / functional staff currently supporting application	3	Hosting Site	Annapolis Data Center	DRP Available	YES
Tool Sets Used					
Migration Software	N/A	Maintenance Tools	IBM Mainframe Utilities Including Syncsort, IDCAMS, IEBGENER along with Query Management Facility, Expediter, CICS CEDF etc		
Software Access	ELIPS				

ATTACHMENT 12 (CONTINUED)

LEAVE ACCOUNTING SYSTEM (LAS)

General Purpose	Capture Timesheet Data, On-Line Edits, Enforces Standard Timekeeping Business Rules, Approval Processing, Security, Maintains Leave History, Supports Leave Accrual / Updates Balances, Cascading Leave Processing, Prints New Timesheets				
Customers					
Number of Users	120	Number of Customers	42,000	Primary Customers	State Employees
Annual Transactions	1,000,000				
Technical					
COTS /Custom	COTS. Heavily customized. System is de-centralized to 22-24 state agencies. Agencies have various releases of software.	COTS Vendor	Stevenson Financial Systems, INC	Year Implemented	Approx – 1985 Continues to be enhanced
Platform:	Server	Program Language	Varies among agencies – depending on their version – Latest is MS Visual Basic.NET	Database	Varies among releases. Current usage includes ACCESS and SQL Server. ORACLE will be available soon.
Front End Access	Varies among releases. Latest is the WEB.	Number of Files	Unknown	Number of Programs	Unknown
Support					
Number programmers / functional staff currently supporting application	Contractor has 3.5 employees assigned to support this application	Hosting Site	Application is de-centralized to 22-24 separate locations	DRP Available	Unknown
Tool Sets Used					
Migration Software	System support and maintenance is out-sourced		Maintenance Tools	System support and maintenance is out-sourced	
Software Access	System support and maintenance is out-sourced				

ATTACHMENT 12 (CONTINUED)

TIMEKEEPING PRIMARY FUNCTIONALITY

Functionality	Description	TESS	LAS
Automated Timekeeping	Timesheets are keyed on-line which allows for on-line editing and system reporting for current and historical time sheets.	X	X
Calculated Overtime / Compensatory Time	Overtime and comp-time hours are calculated based on hours entered and employees work-group criteria.	X	X
Leave Balance Validation	Edits are performed to ensure employee has leave to cover timesheet request. If leave request is unavailable, then pre-determined cascading leave usage occurs.	X	X
Pre-Selected Work-Groups	Employees are grouped into work-groups determined by their normal work hours for one bi-weekly period. System administrator creates work-groups.	X	X
On-Line Error Detection	On-line system provides edits to ensure time and leave codes are valid	X	X
Leave Cascading	If employee request leave that is not available, next available leave category is automatically taken	X	X
Pre-Printed Timesheets	Employees default hours are printed on timesheets	X	X
Maintains Employee Leave History	Employee leave balances updated bi-weekly when next periods time sheets are generated.	X	X
Provides Account Conversions to State Accounting System (R*STARS)	TESS system has on-line function to create account number conversion records that are used to convert payroll account numbers to accounting system (R*STARS) account numbers. This conversion file is used for posting payroll to the State of Maryland's official accounting system.	X	
Maintains Comp Leave History – Multiple Expiration Dates	Comp time earned must be used within one year. TESS timesheet provides comp time leave totals by three expiration dates.	X	
Maintains Over 35 Leave Codes	Time Systems provides ability to maintain over 35 leave codes to track sick leave, annual leave, comp time, holidays, FMLA leave, undocumented sick leave etc.	X	X
System Security	System requires mainframe access and follows statewide-approved security guidelines. Agency coordinators have access to employees in their agency only.	X	
Timekeeper Approval Processing	System maintains multi level approval processing	X	X
Centralized System	System is used by multiple agencies using the same version of the software, which resides at the Annapolis Data Center.	X	
De-Centralized System	System has standard functionality and edits, but each agency has their own version of the software residing on their server. Agencies use database structures that meet their agency requirements, and some have added additional functionality to meet their time-keeping needs.		X

ATTACHMENT 13

BENEFITS APPLICATION SYSTEM (BAS)

General Purpose	Health Care, Dental Care, Prescription, Life Insurance, Long Term Care, Spending Accounts, COBRA, Direct Pays, HIPAA Compliance, Open Enrollment and IVR Technology.				
Customers					
Number of Users	600	Number of Customers	250,000	Primary Customers	State Employees, Retirees, satellite employees and all dependents.
Annual Transactions	3,000,000				
Technical					
COTS /Custom	COTS. Heavily customized.	COTS Vendor	MS Technologies	Year Implemented	1999
Platform:	Client/Server	Program Language	Visual Basic	Database	SQL Server
Front End Access	Client Application	Number of Files	275+ Tables	Number of Programs	200+
Support					
Number programmers / functional staff currently supporting application	5	Hosting Site	Baltimore State Complex – 301 West Preston	DRP Available	Yes
Tool Sets Used					
Migration Software	N/A Outsourced Application		Maintenance Tools	N/A Outsourced Application	
Software Access	N/A Outsourced Application				

ATTACHMENT 13 (CONTINUED)

BAS PRIMARY FUNCTIONALITY

Functionality	Description
Health Insurance – State Employees & Retirees	BAS application maintains deduction amounts, subsidy amounts, employee/retiree name address and dependent information for multiple Health Providers. BAS system generates files for multiple health providers bi-weekly (active employees) and monthly (retirees) that contains new employees and/or their dependents.
Dental Insurance – State Employees & Retirees	BAS application maintains deduction amounts, subsidy amounts, employee/retiree name address and dependent information for Dental Health Providers. BAS system generates files for Dental Plan provider bi-weekly (active employees) and monthly (retirees) that contains new employees and/or their dependents.
Prescription Plans – State Employees & Retirees	BAS application maintains deduction amounts, subsidy amounts, employee/retiree name address and dependent information for Prescription Plan participants. BAS system generates files for Prescription Plan provider bi-weekly (active employees) and monthly (retirees) that contains new employees and/or their dependents.
Life Insurance – State Employees & Retirees	BAS application maintains deduction amounts, subsidy amounts, employee/retiree name address and dependent information for Life Insurance participants. BAS system generates files for Life Insurance provider bi-weekly (active employees) and monthly (retirees) that contains new employees and/or their dependents.
Personal Accident & Dismemberment (PA&D)	BAS application maintains deduction amounts, subsidy amounts, employee/retiree name address and dependent information for PA&D participants. BAS system generates files for PA&D provider bi-weekly (active employees) and monthly (retirees) that contains new employees and/or their dependents.
Spending Accounts	BAS System maintains pre-tax spending accounts for health care, day care, etc. System maintains account balance, employee limits and amount of deductions.
Direct Pays	BAS system provides functionality for direct input of deduction amounts (with or without state subsidy). This occurs when employees miss a paycheck and must pay for health benefits directly. If they did not work, then they are not entitled to the state subsidy and must pay both the subsidy and normal deduction amount.
COBRA	BAS system provides functionality to process COBRA payments from employees
HIPAA Compliance Processing	All health provider data that is transmitted (bi-weekly or monthly) is converted using HIPAA conversion software to meet HIPAA compliance before being sent.
Secure Network Data Transmission	All data transmitted from BAS application to health providers must be encrypted and run over secure connection
Open Enrollment	Open Enrollment requires numerous BAS job streams to be completed to ensure employees have continuous coverage without disruption. Employees can change health providers during this time. Numerous BAS processes must be run within strict timelines to ensure open enrollment runs efficiently without disruption to employee coverage.
Interactive Voice Response (IVR) System for Open Enrollment	Interactive Voice Response system is activated each year for Open Enrollment. State employees, retirees and satellite agency employees can access the IVR system to modify their current health benefit selections.
Ad-Hoc Reporting	Numerous SQL scripts are available in the BAS to provide Employee Benefits Division with reports to satisfy their
Provides Interface File to Central Payroll Bureau	BAS system provides Central Payroll Bureau files bi-weekly (regular employees) or monthly (retirees) containing new employee/retiree deduction amounts and updated deduction amounts (when employee/retiree adds a spouse or child)
Bi-Weekly / Monthly File Generation and Transmission to all Health Providers	BAS system provides all health providers with bi-weekly (regular employees) or monthly (retirees) files containing new employees/retirees name, address, coverage level, SSN, names and ages of their dependents, etc.
Web Access for Agency Employee Benefit Coordinators	BAS data is available to all agency benefit coordinators (over 300 Statewide) to access over the WEB. Agency coordinators have view access to employee records for their agency only.

ATTACHMENT 14 BUDGET / HOBO

General Purpose	Maintain Statewide Position Control, Repository for all Budget Request Data, and Prepares FY Operating Budget for Legislature, Maintains Managing For Results Data, Performs Budget Analysis, Maintains Budget History Information, Provides Appropriation Level and Object Level Budgets to Statewide Accounting System, Prepares Budgets Books for Legislative Session.				
Customers					
Number of Users	300	Number of Customers	300	Primary Customers	Agency Budget Officers, DBM Office of Budget Analysis, Maryland Legislature
Annual Transactions	1,000,000+				
Technical					
COTS /Custom	COTS. Heavily customized.	COTS Vendor	IBM	Year Implemented	1983
Platform:	Mainframe	Program Language	APL	Database	BSAM & Sequential
Front End Access	TSO	Number of Files	5,000	Number of Programs	750 (Includes Macro Type Programs and PDS members)
Support					
Number programmers / functional staff currently supporting application	1	Hosting Site	Annapolis Data Center	DRP Available	YES
Tool Sets Used					
Migration Software	None	Maintenance Tools	IBM Mainframe Utilities Including Syncsort, IEBGENER, BookMaster		
Software Access	None				

ATTACHMENT 14 (CONTINUED)

BUDGET SYSTEM PRIMARY FUNCTIONALITY

Functionality	Description
Centralized Repository for Budget Data	Budget system maintains budget data for multiple cycles during the budget period. Example, Agency original submission, budget after Budget Analyst cuts, budget submitted to Legislature, budget after Legislative cuts and final budget approved. Budget system maintains complete budget data for all cycles for at least three fiscal years.
Position Control	Budget system is the first place in the process that new positions are added, abolishments are flagged, positions authorized percent is changed, funding source and account number is identified. The Budget system gets its data directly from Legislative thru approval of the state's fiscal year budget. Employees cannot be hired until position is correctly stated in the budget system. The budget system feeds the state personnel system, which then feeds the state's payroll system, which then feeds the states accounting system.
Creates Budget Book for Legislative Session	Budget system process merges Budget Data with Managing For Results files using mainframe software called BookMaster to create the State of Maryland's official budget book. This book is sent to the publishing company where thousands of copies are made and distributed to agencies and the Legislature.
Performs What-if Analysis on Budget Submission	Budget system provides key state leaders with quick answers to their special request. Example, what if state cut .01 percent from the subsidy of state prescription plan, what savings would the state of Maryland realize.
Generates Electronic Appropriated Budget File for Submission into R*STARS	Upon legislative approval, the official budget is reformatted from the budget system format into interface files that are acceptable to the State of Maryland's official accounting system (R*STARS).
Maintains Historical Budget Data	Budget system maintains complete budget file data for all cycles through the budget process, for at least three years.
Interfaces with Personnel System to Incorporate PIN movement due to Major Re-Organizations	Budget system allows for budget system administrator to perform mass changes to positions due to approved agency re-organizations, fund source changes, adding new positions or identifying positions cut from the budget. The modifications to the position information are then forwarded to the state personnel system, which updates the position information accordingly. Finally, any changes that affect payroll information are forwarded to the Central Payroll Bureau. When positions are placed into a previously non-existing unit, then the General Accounting Division must be notified to create new account numbers.
Manages Fund Control over Authorized Positions	Budget system maintains fund control for each authorized position. Positions are funded by general funds, federal funds, special funds or reimbursable funds. Budget system ensures positions are funded according to funds approved by the Legislature. If a federal grant is closed, that may impact the employees who were funded by that grant. Many positions are split funded, up to three fund sources. If federal funds are adjusted due to amount of grant awards, etc, then employees fund source may need to be modified. Edits are placed in the accounting system to ensure agencies do not overspend at their appropriated budgeted level (which includes fund source) and does include payroll expenditures.
Manages Authorized Percent of each PIN	Budget system manages the authorized percent of each position. If agency is allocated five hundred positions and all but three are authorized at 100 percent, budget system must ensure that an agency does not fill one of their three part time positions with a full time person.
Centralized Software	Budget system allows budget officers across the state to access their budget data using HOB0 (Hands On Budget Office) software. All data is stored at the Annapolis Data Center. Budget administrator creates budget files for each agency. Each budget officer can work on their budget data using the HOB0 software, and then inform the budget administrator that their files are ready for submission.

ATTACHMENT 15 PAYROLL

General Purpose	State Employee Payroll Processing (Three Systems – Regular Employees, Contractual Employees and University of Maryland Employees), W2 Processing, Wage Garnishments, Child Support Offset Sub System, Maintain Employee W4 Information, File Transmission to 100+ Deduction Vendors				
Customers					
Number of Users	1250	Number of Customers	140,000	Primary Customers	State Employees
Annual Transactions	8,000,000				
Technical					
COTS /Custom	COTS. Heavily customized.	COTS Vendor	Vendor – GEAC	Year Implemented	1979
Platform:	Mainframe	Program Language	COBOL	Database	Sequential, VSAM
Front End Access	Data Entry Package, CICS	Number of Files	2,000	Number of Programs	1,000
Support					
Number programmers / functional staff currently supporting application	6	Hosting Site	Annapolis Data Center	DRP Available	YES
Tool Sets Used					
Migration Software	Programmers forward request to Systems Services personnel who migrate programs manually		Maintenance Tools	IBM Mainframe Utilities Including Syncsort, IDCAMS, IEBGENER along with Query Management Facility, Expediter, CICS CEDF etc	
Software Access	PDS Members				

ATTACHMENT 15 (CONTINUED)

PAYROLL SYSTEM PRIMARY FUNCTIONALITY

Functionality	Description
Regular Payroll	Regular Payroll System is an Exception Time Reporting (ETR) system, a process that pays employees their regular pay unless an exception to their pay is identified. Exceptions may include overtime, shift differential, acting pay or leave without pay. This system processes the payroll for state employees that are entitled to benefits. This system handles in excess of 100 earnings and deduction codes. Regular payroll runs bi-weekly.
Contractual Payroll	Contractual Payroll System is a Positive Time Reporting (PTR) system; a process that will not pay employees unless their hours worked is entered into the system. This system processes the payroll for state employees that are not entitled to benefits.
University Payroll	University payroll process accepts a pay file sent from the University System payroll office, takes appropriate deductions and taxes and generates checks. The Central Payroll Bureau does not administer the University Systems payroll system.
Pre-Tax & Post Tax Deductions	Payroll system handles both pre-tax and post-tax for earnings and deductions
Wage Garnishments	Central Payroll Bureau accepts files that identify individuals that should have their payroll earnings offset due to various obligations. The payroll system looks for matches on the wage garnishment file and offsets gross pay accordingly.
W2 Processing	Payroll System produces W2's for all employees that received a paycheck during the calendar year. For calendar year 2004, over 140,000 W2's were created.
Direct Deposit and Check Printing Processing	Payroll systems provides for printed checks and Electronic Funds Transfer for direct deposit.
Positive Time Reporting (PTR)	PTR files are updated every payroll cycle to include all additions, deletions and changes to employees hourly rate. PTR data is then available for agency payroll clerks to input number of hours employee worked for each week. Payroll system inputs PTR extract file and employee master file and processes employee pay.
Exception Time Reporting (ETR)	ETR files are updated every payroll cycle to include all additions, deletions and changes to employees salary/bi-weekly earnings rate. ETR data is then available for agency payroll clerks to input exceptions to an employees normal bi-weekly pay. Payroll system inputs ETR extract file and employee master file and processes employee pay.
On-Line ETR Functionality	On-line ETR processing allows agencies to key exceptions to payroll on a centralized system, and includes electronic approval.
Check Re-Issues	Automated check re-issue procedures in place to re-create checks when necessary
Provides Interface to Statewide Accounting System (R*STARS)	Payroll System summarizes payroll cost by various units and objects, then forwards an interface file to the General Accounting Division to post payroll cost into the State of Maryland's official accounting system (R*STARS).
Deduction vendors	Payroll system generates files from the payroll process that produces over 100 deduction files that must be transmitted to appropriate vendor.
1042 tax reporting	Payroll System handles 1042 tax reporting. 1042 tax reporting is similar to W2 processing except 1042 tax reporting focuses on non resident aliens
W4 processing	CPB has on-line system to update employees W4 tax information
Child support offset	Central Payroll System has separate procedures to offset employee's paycheck if Child Support is owed.
Web Access	Central Payroll Bureau is currently working on an enhancement that will allow employees to access their pay-stub on the WEB. This enhancement should be in production in the spring of 2006.

ATTACHMENT 16
NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this ___ day of _____ 200_, by and between _____ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as "the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP #050R68003359 for Systems and Application Risk Assessment. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in Section 1.7 of the TORFP, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Gisela Blades (TO Procurement Officer) Department of Budget and Management on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____ BY: _____

NAME: _____ TITLE: _____

ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 17

NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ___ day of _____, 200__, by and between the State of Maryland (“the State”), acting by and through its Department of Budget & Management (the “Department”), and _____ (“TO Contractor”), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for Systems and Applications Risk Assessment (SARA) TORFP No. 050B6803359 dated January 12, 2006, (the “TORFP” issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; and

WHEREAS, in order for the TO Contractor to perform the work required under the TO Agreement, it will be necessary for the State to provide the TO Contractor and the TO Contractor’s employees and agents (collectively the “TO Contractor’s Personnel”) with access to certain confidential information regarding _____ (the “Confidential Information”).

NOW, THEREFORE, in consideration of being given access to the Confidential Information in connection with the TORFP and the TO Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor’s Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor’s performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor’s Personnel or the TO Contractor’s former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.

7. A breach of this Agreement by the TO Contractor or by the TO Contractor's Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.
8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
 - a. This Agreement shall be governed by the laws of the State of Maryland;
 - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
 - f. The Recitals are not merely prefatory but are an integral part hereof.

Contractor/Contractor's Personnel:

Maryland Department of Budget and Management:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

EXHIBIT A

**TO CONTRACTOR'S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE
CONFIDENTIAL INFORMATION**

**Printed Name and Address
of Employee or Agent**

Signature

Date

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

ATTACHMENT 18

NOTICE TO MASTER CONTRACTORS

All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. If you have chosen not to propose to this TORFP, you must complete and email this notice to oitplo@dbm.state.md.us. If you are submitting a TO Proposal, we also ask that you take a few minutes and provide comments and suggestions regarding the enclosed TORFP.

TORFP Title: Systems and Applications Risk Assessment (SARA)
TORFP No.: 050P6803359

1. If you have responded with a "not submitting Task Order Proposal", please indicate the reason(s) below:
 - Other commitments preclude our participation at this time.
 - The subject of the TORFP is not something we ordinarily provide.
 - We are inexperienced in the services required.
 - Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
 - The scope of work is beyond our present capacity.
 - Doing business with the State of Maryland is too complicated. (Explain in REMARKS section.)
 - We cannot be competitive. (Explain in REMARKS section.)
 - Time allotted for completion of a Task Order Proposal is insufficient.
 - Start-up time is insufficient.
 - Bonding/Insurance requirements are too restrictive. (Explain in REMARKS section.)
 - TORFP requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
 - MBE requirements. (Explain in REMARKS section.)
 - Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
 - Payment schedule too slow.
 - Other: _____.

2. If you have submitted a Task Order Proposal, but wish to offer suggestions or express concerns, please use the Remarks section below.

Remarks: _____

Master Contractor Name: _____ Date: _____

Contact Person: _____ Phone ___ - ___ - _____ email _____